

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Collateral Surrender Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WESTERN RECREATIONAL VEHICLES, INC.		05/01/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1300 SW Fifth Ave, 14th Floor
City:	Portland
State/Country:	OREGON
Postal Code:	97201
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3234706	ALPENLITE VOYAGER
Registration Number:	3224009	APEX ALPINE COACH
Serial Number:	78952659	ALPENLITE DEFENDER
Registration Number:	3021873	SMARTBED
Registration Number:	2889159	WESTERN WILDERNESS
Registration Number:	2939675	WESTERN RV
Registration Number:	2877394	ALPINE COACH
Registration Number:	2482270	ALPINE
Registration Number:	2377234	WRV
Registration Number:	2377232	WRV
Registration Number:	2220014	WESTERN RECREATIONAL VEHICLES
Registration Number:	1885958	ALPENLITE
Serial Number:	77400260	ALPENLITE RIDGELINE
Serial Number:	77281741	AMERICAN VOYAGER RV

TRADEMARK

900111322

REEL: 003816 FRAME: 0405

OP \$365.00 3234706

CORRESPONDENCE DATA

Fax Number: (503)972-3873

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 503.221.1440

Email: trademark@tonkon.com

Correspondent Name: Tonkon Torp LLP

Address Line 1: 888 SW Fifth Avenue

Address Line 2: 1600 Pioneer Tower

Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:

30728-30

NAME OF SUBMITTER:

Christopher D. Erickson

Signature:

/Christopher D. Erickson/

Date:

07/15/2008

Total Attachments: 4

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COLLATERAL SURRENDER AGREEMENT

THIS COLLATERAL SURRENDER AGREEMENT (this "Agreement") is entered into and effective this 1 day of May, 2008 (the "Effective Date") by and between Western Recreational Vehicles, Inc. ("Western") and Wells Fargo Bank, National Association, acting through its Wells Fargo Business Credit operating division of Wells Fargo Bank, NA ("Wells Fargo").

RECITALS

A. Western and Wells Fargo have entered into a Credit and Security Agreement dated as of March 13, 2007, which was amended by a First Amendment dated as of October 8, 2007 and a Second Amendment dated February 22, 2008 (as amended, the "Credit Agreement"). All capitalized terms used in this Agreement but not otherwise defined have the meanings given in the Credit Agreement.

B. As of the Effective Date, Western is indebted to Wells Fargo under the Credit Agreement in the approximate principal amount of \$4,417,170.01, plus unpaid and accruing interest, fees, costs, expenses and charges due or owing pursuant to the Credit Agreement.

C. Repayment of the Indebtedness to Wells Fargo is secured by a first priority Security Interest in the Collateral.

D. Events of Default have occurred under the Credit Agreement.

E. As a result of such Events of Default, Wells Fargo has rightfully terminated the Commitment, declared the full amount of the Indebtedness immediately due and payable, and has requested that Western immediately surrender all of the Collateral to Wells Fargo.

F. Western is unable to cure the Events of Default and acknowledges the rightful termination of the Commitment and acceleration of Indebtedness by Wells Fargo. Western agrees and represents that it has no defense, claims, demands or set-offs to the Indebtedness, and further agrees that it is not aware of, and will not assert and hereby waives, any defenses to enforcement of Wells Fargo's Security Interest in the Collateral.

G. To avoid additional costs and expenses of foreclosure, judicial or otherwise, and in order to maximize the recoveries for the benefit of all parties, Western has, subject to the terms and conditions of this Agreement, agreed to voluntarily surrender possession of the Collateral to Wells Fargo.

WELLS FARGO AND WESTERN AGREE AS FOLLOWS:

1. Recitals Incorporated. The parties reassert and include as part of this Agreement the above Recitals.

2. Surrender of Collateral.

2.1 Subject to satisfaction of the condition set forth in Section 17 below, Western hereby surrenders, assigns, transfers, conveys and sets over unto Wells Fargo all of Western's right, title and interest in and to all of the Collateral.

2.2 Nothing in this Agreement shall be, or shall be deemed to be, a release by Wells Fargo of its Security Interest, any Indebtedness or any Liens. This surrender does not effect a merger of the title to the Collateral with the Security Interest or Liens of Wells Fargo. The ownership of the Collateral and the Security Interest and Liens of Wells Fargo shall remain separate and distinct. This Agreement does not preclude Wells Fargo from continuing or instituting any method of foreclosure including institution of a suit, if Wells Fargo deems it appropriate. This Agreement shall not and does not impair the priority of Wells Fargo's Security Interest or Liens with respect to any other Liens against the Collateral. This Agreement does not limit or impair any rights or remedies available to Wells Fargo under the Credit Agreement or the UCC, which rights and remedies Wells Fargo expressly reserves.

3. Orderly Transfer. Western will cooperate with Wells Fargo in effectuating an orderly and satisfactory transfer of the Collateral and, upon request from Wells Fargo, will cooperate with Wells Fargo in liquidating the Collateral. Western shall from time to time perform, execute, and/or deliver to Wells Fargo any and all such further acts, additional documents, or further assurances as may be reasonably necessary or proper to implement the intent of the parties to this Agreement or to create, perfect, preserve, maintain, and protect Wells Fargo's Security Interests in the Collateral. Western will not take any action which results in impairment of Wells Fargo's Security Interest and will not take any action that impairs Wells Fargo's rights to sell or dispose of the Collateral or to receive proceeds from the sale or disposition of the Collateral.

4. Liquidation Rights and Notice Renouncement. Western acknowledges that Wells Fargo shall have full power to sell, lease, transfer or otherwise deal with the surrendered Collateral or proceeds thereof in Wells Fargo's own name or that of Western and that the Collateral may be sold at public auction or private sale. Western hereby waives any and all rights that it may have to notification of the sale of the Collateral and agrees that the Collateral may be sold without any notice to Western.

5. Liquidation Proceeds. After application of the proceeds from the liquidation of the Collateral, any remaining indebtedness will continue to be secured under the Credit Agreement and the other Loan Documents. Wells Fargo agrees, however, that in the event the liquidation of the surrendered Collateral yields an aggregate value in excess of the Indebtedness due Wells Fargo, Wells Fargo will notify Western and any junior lien holders of record of such excess and turn the proceeds or remaining Collateral over to Western or the junior lien holders of record as appropriate. If there is any dispute with respect to entitlement to the excess proceeds or Collateral, Wells Fargo may commence an interpleader action in the Multnomah County Circuit Court for the State of Oregon. Wells Fargo shall be entitled to recover all its costs and attorney fees incurred in any such action.

6. Release of Claims. Western hereby absolutely and unconditionally releases and forever discharges Wells Fargo and any affiliated corporations, together with all of the present and former directors, officers, agents and employees of any of the foregoing, from any and all claims, demands or causes of action of any kind, nature or description, whether arising in law or equity or upon contract or tort or under any state or federal law or otherwise, which Western has had, now has or has made claim to have against any such person for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this Agreement, whether such claims, demands and causes of action are matured or unmatured or known or unknown.

7. Attorney Fees. In addition to the rights set forth in the Credit Agreement, in the event suit or action is brought to enforce any term of this Agreement, the prevailing party shall be entitled to its attorney fees, costs, and expenses incurred at trial or on appeal, including

proceedings in bankruptcy court whether or not the issues involved are peculiar to bankruptcy law.

8. **Notices.** Any notices and other communications required or permitted under this Agreement shall be given in writing by delivering via overnight courier service for next day delivery or by facsimile to the following:

If to Western:

Philip Van Buren
142 West 37th St.
17th Floor
NYC, NY 10019

If to Wells Fargo:

Wells Fargo Bank, National Association,
acting through its Wells Fargo Business Credit
operating division
MAC- P6101-144
1300 SW 5th Ave.
Portland, OR 97201
Telecopier: (503) 886-4312
Attention: Rodney S. Davis

With a copy to:

Mr. Michael Fletcher
Tonkon Torp LLP
1600 Pioneer Tower
888 S.W. Fifth Avenue
Portland, OR 97204-2099
Fax Number: (503) 972-3869

or to such other addresses or numbers as the addressee may have designated in writing.

9. **Indemnification.** Western hereby agrees to indemnify and defend Wells Fargo and any affiliated corporations, together with all of the present and former directors, officers, agents and employees of any of the foregoing, against, and to hold Wells Fargo and any affiliated corporations, together with all of the present and former directors, officers, agents and employees of any of the foregoing, harmless of and from, any losses, liability, claims, damages, costs, and expenses (including, without limitation, reasonable attorney fees and court costs, whether incurred at trial, appeal, or administrative levels) that Wells Fargo (or its agents or assigns) may suffer or incur, or to which Wells Fargo (or its agents or assigns) may be subjected, by reason or, arising out of, or in any way connected with this Agreement, the Credit Agreement, the other Loan Documents, the Collateral, the operations of Western's business, or any other matter by or between Western and Wells Fargo, other than any matter arising out of or related to the gross negligence or willful misconduct of Wells Fargo.

10. **Facsimile Signatures; Counterparts.** This Agreement may be executed by facsimile signature and/or signed by the parties in different counterparts, any or all of which shall create a binding agreement upon all parties so signing.

11. **Severability.** The invalidity and unenforceability of any provision of this Agreement shall not affect the validity or unenforceability of the remaining provisions.

12. **Integration.** This Agreement constitutes the entire understanding between the parties hereto with respect to the surrender of the Collateral. Any prior correspondence,

memoranda, or agreements concerning the surrender of the Collateral are replaced in total by this Agreement.

13. No Waivers. Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's rights to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

14. Amendments. This Agreement may be amended or modified only by written instrument signed by the party to be bound by such amendment or modification.

15. WRITING REQUIREMENT. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES, AND COMMITMENTS MADE BY A LENDER, CONCERNING LOAN AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE, MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY THE LENDER TO BE ENFORCEABLE.

16. Authority. The execution, delivery and performance by Western of this Agreement and the transactions contemplated hereby have been duly authorized by all requisite action and will not be in conflict with, result in a breach of, or constitute a default under, any obligation of Western, or under any agreement to which Western is subject, or under any law, ordinance, rule, or regulation applicable to Western.

17. Condition Precedent to Western's Surrender of Collateral. The surrender of Collateral set forth in Section 2 above shall not be effective unless and until Wells Fargo enters into an auction agreement with Biditup Auctions Worldwide, Inc. ("Biditup"). Wells Fargo has no obligation to enter into any such agreement with Biditup, and nothing in this Agreement shall require or obligate Wells Fargo to enter into any such agreement with Biditup. If and when Wells Fargo enters into an auction agreement with Biditup, the Collateral surrender provisions of this Agreement shall automatically become effective without any further action required by Wells Fargo or Western.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

WESTERN RECREATIONAL VEHICLES,
INC.

By: 

Name: Philip von Burk

Title: _____

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 

Name: JACK D. BOTHWELL

Title: Vice President

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